

Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: N/A

Dept. Head/Contact Information: Police Department / Cmdr. Ken Adcox (915) 564-7039

Type of Agenda Item:

- | | | |
|--|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal services</u> | | |

Funding Source:

- ☐ General Fund
☒ Grant (duration of funds: 12 Months)
☐ Other Source: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

To fill the position of VSRT Volunteer Coordinator at Police Headquarters for the Other Victims Assistance Grant (OVAG). This is a grant funded position which is funded through August 31, 2005.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A. This is a grant funded position and is already budgeted through August 31, 2005.

Statutory or Citizen Concerns:

None anticipated.

Departmental Concerns:

None anticipated.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **GLORIA GONZALEZ-GRAELLS**, to assist the Police Department as a Victim Services Volunteer Coordinator at an hourly rate of \$12.30 for 40 hours per week. The term of the contract shall be for the period of September 1, 2004 through August 31, 2005.

APPROVED this 17th day of August 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **GLORIA GONZALEZ-GRAELLS**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Police Department, desires to employ the Employee as a Victim Services Volunteer Coordinator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about September 1, 2004 and be completed by August 31, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid an hourly rate of Twelve and 30/100 Dollars (\$12.30). The employee shall work a minimum of forty (40) hours per week. Employee is classified as non-exempt and shall be eligible for overtime pay. In the event that employee works in excess of forty (40) hours per week, employee shall be paid overtime in accordance with the Fair Labor Standards Act.

The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits other than those outlined in Attachment B. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for

Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY:	City of El Paso Police Department Attn: Chief of Police 911 North Raynor El Paso, Texas
EMPLOYEE:	Gloria Gonzalez-Graells

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 17th day of August, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Gloria Gonzalez-Graells
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Gonzalez-Graells Gloria (Police).DOC

Guadalupe Cuellar
Deputy City Attorney

Richard Wiles
Chief of Police

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 8/12/04

ATTACHMENT "A"

SCOPE OF DUTIES

Victim Service Volunteer Coordinator

Duties:

- Recruit new volunteers
- Schedule and coordinate training for new volunteers and monitor performance
- Schedule volunteer monthly ride-outs, prepare list and mail to volunteers
- Prepare volunteer monthly call-out schedule
- Schedule and attend monthly continuing training meetings
- Maintain Department vehicle assuring it is in working order and fully supplied
- Perform related administrative duties as required
- Coordinate annual volunteer awards function
- Maintain and order supplies and equipment
- And other duties as assigned

ATTACHMENT "B"

FRINGE BENEFITS

Victim Service Volunteer Coordinator

The following benefits package is based on an annual salary of \$24,390.00

BENEFIT	PERCENT/RATE	TOTAL
FICA	.062	1512.00
Medicare	.0145	354.00
Workers' Compensation	.0312	761.00
Health/Life Insurance	\$4,200.00	4,200.00
TOTAL BENEFITS		\$6,827.00

Gloria I. Gonzalez-Graells

[REDACTED]
El Paso, TX 79925
[REDACTED]

Job Objective: Obtain a position in program development, coordination, and administration in the related areas of providing support to victims of crime with direct crises intervention.

Education: Associate of Applied Science in Criminal Justice-Law Enforcement
El Paso Community College
December 13, 2002

Experience:

Apr. 2003 to Present: El Paso Police Department 911 N. Raynor El Paso, TX 79901

Victim Services Volunteer Coordinator/Victim Services Case Manager

Select, recruit, interview, and screen volunteers, train and supervise volunteers, compile monthly reports for statistical purposes and maintaining of volunteer records, respond to crime scene call outs and other critical incident sites, provide direct crises intervention and stabilization to victims, assist victims with Texas Crime Victim Compensation application, assess client needs and providing appropriate referrals, 24 hour on call out status to augment volunteer force, plan and schedule victim information sessions, promote public awareness of the Victim Services Response Team and the Domestic Violence Unit through community presentations, health fairs, and media.

Oct. 1999 to Aug. 2001: Robles, Bracken, Coffman & Hughes L.L.P.

Receptionist

Provided administrative support to legal secretaries, such as taking Calls, faxing documents, filing of documents, writing letters and memos. Coordinated meetings and conferences for attorneys, greeted and handled public inquiries via phone and at the front desk in a professional manner, coordinated client appointments and referred to the proper attorney or resources, assisted the accounts payable/ receivable department with invoicing.

Mar. 1995 to Apr. 1999: Airline International Luggage and Gifts

Account Representative/ Executive Secretary

Airline Liaison for luggage replacement handling airline requests for the replacement of lost or damaged luggage.

Executive Assistant of the chairman of the business and was in charge of ~~handling calls~~, correspondence appointments, coordination conferences, business lunches, employee meetings, and handling of customer complaints. Assisted with supervisions of warehouse and repair department activities and employees. Handled special customers and Japanese accounts. Translated for Spanish speaking customers, and assisted with marketing projects such as writing media press releases and the creation of the store's website.

Volunteer Experience

Volunteer/Intern Assistant to the Program Coordinator, El Paso Police
January (2002-2003)

Volunteer Child Crises Center (2002-2003)

Teachers Aid/Intern, Region 19, Lyndon B. Johnson Elementary (1998-1999)

Training/Certifications:

- Victim Services Response Team Training-80 hours
- Critical Incident Stress Management: Basic UMBC-14 Contact Hours
- Critical Incident Stress Management: Region 19 ESC-16 hours
- STARS, Annual Border Conference on Sexual Assault
- FBI, Sexual Exploitation of Children Southwest Regional Conference
- LMS-Sexual Harassment and Domestic Violence
- USA State Approved-Driving Safety Course

Special Skills/Computer Skills:

100 % bilingual (English/Spanish), Computer literate and skilled in the use of e-mail, fax machines, telephones, copiers, typewriters and Microsoft Windows, Microsoft Access, Microsoft Word, Microsoft Excel, Microsoft Power Point, the ability to interpret data from the Police Department RMS System.